

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 21, 2004  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED "CITY"  
AND  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the completion of design and KDHE permitting for Phase II of the Brooks Construction & Demolition Debris (C&D) Landfill; and

WHEREAS, paragraph I.B. of the above-referenced Contract provides that additional services not covered by the scope of the existing Contract may be provided with additional compensation paid on the basis of a Supplemental Agreement duly entered into by the parties; and

WHEREAS, it is the desire of both parties that ENGINEER provide additional services (designated herein as "Ground Topographical Survey and Point Elevations of Landfill and Composting Area") to complete the above referenced design and permitting, and receive additional compensation (as provided for herein):

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Scope of Services to be provided by ENGINEER, in connection with this Supplemental Agreement, is to provide a ground topographical survey and point elevations of landfill and composting area as outlined in Exhibit A.

II. PROJECT SCHEDULE

ENGINEER will proceed with completing these services in an expeditious manner, upon approval of this Supplemental Agreement. The anticipated timeframe for completion of services outlined in Exhibit A is four weeks from approval of the Supplemental Agreement.

III. PAYMENT PROVISIONS

Payments to the ENGINEER for the performance of the professional services required by this Supplemental Agreement shall be in accordance with terms of the original contract. Total payment to the ENGINEER for providing the services set forth herein shall be Three Thousand Nine Hundred Dollars (\$3,900.00).

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement on this \_\_\_\_\_, 2005.

George R. Kolb, City Manager

SEAL:

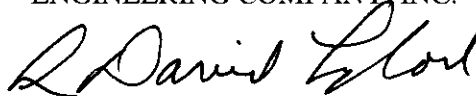
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
Gary Rebenstorf, Director of Law

BURNS & McDONNELL  
ENGINEERING COMPANY, INC.



J. David Langford  
Associate Vice President

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**To**

**SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 21, 2004  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
AND  
BURNS & McDONNELL ENGINEERING COMPANY, INC.**

**For**

**GROUND TOPOGRAPHICAL SURVEY AND POINT ELEVATIONS  
OF LANDFILL AND COMPOSTING AREA**

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **GROUND TOPOGRAPHICAL SURVEY AND POINT ELEVATIONS OF LANDFILL AND COMPOSTING AREA**

1. Perform ground topographical survey within the boundaries of the proposed Brooks Landfill Phase II C&D Landfill and proposed yard waste composting area. Use benchmarks available on the Site and Site coordinate system for horizontal coordinates. The coordinates will be accurate to within 0.1 foot and elevations will be accurate to within 0.1 foot.
2. Obtain point elevations of appropriate locations in order to define surface water drainage in the surveyed areas. The elevations of hard surface point elevations will be accurate to within 0.01 foot.
3. Develop an AutoCad electronic file drawing depicting the surveyed area and point elevations.